



City of Norman, OK

Municipal Building Council
Chambers
201 West Gray Street
Norman, OK 73069

Master

File Number: K-1314-95

File ID: K-1314-95

Type: Contract

Status: Consent Item

Version: 1

Reference: Item No. 44

In Control: City Council

Department: Legal Department

Cost:

File Created: 11/06/2013

File Name: K-1314-95 Revocable License

Final Action:

Title: CONTRACT K-1314-95: A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER FOR FRIENDS IN THE AMOUNT OF \$268 PER YEAR FOR THE LEASE OF CITY RIGHT-OF-WAY LOCATED ALONG JAMES GARNER AVENUE.

Notes: ACTION NEEDED: Motion to approve or reject Contract No. K-1314-95, a revocable license agreement with Food and Shelter for Friends in the amount of \$268 per year; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Agenda Date: 11/12/2013

Agenda Number: 44

Attachments: Revocable License

Project Manager: Leah Messner, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File K-1314-95

Body

BACKGROUND: Food and Shelter for Friends is currently in the process of remodeling their building at 104 West Comanche Street. Food and Shelter for Friends plans to build a new ramp along the building beside Comanche Street. As designed, the ramp encroaches 91 square feet into the right-of way. The Revocable License Agreement is also proposed to include an existing loading dock located on the same side of the building and also in the right-of-way.

DISCUSSION: The Department of Public Works, the Department of Utilities, and the Planning Department have reviewed the proposed plans. Each department is comfortable with locating the ramp and loading dock within City of Norman right-of-way so long as Food and Shelter for Friends follows certain conditions contained within the proposed Revocable License Agreement.

Prior to drafting the license, the City Attorney's Office reviewed previous agreements between the City of Norman and Coach's Brewhouse, 329 Partners LLC, and La Baguette, Inc. These entities all lease right-of-way from the City of Norman to use as patio space for their restaurants (Coach's Brewhouse, In the Raw Sushi, and

Blackbird Gastro Pub). In addition, the attached agreement is very similar to the agreement recently approved by City Council for the archway at the entrance of Fountain View Addition.

The attached Revocable License Agreement allows Food and Shelter for Friends to build and locate the proposed ramp within the Comanche Street right-of-way. However, it reserves the City's right, or the right of others that have City permission, to locate, relocate, or construct utilities within the area where the staircase and entrance is located. In addition, under the terms of the Revocable License Agreement, the City shall incur no liability for any damages to the staircase and entrance caused by any utility work.

Food and Shelter for Friends, the licensee, also agrees to pay an annual license fee of \$268 for use of the right-of-way. This fee is consistent with the fees paid by 329 Partners LLC, La Baguette, Inc, and the Fountain View Addition for use of the City right-of-way. All of those agreements charge \$1.00/square foot. The licensee also must agree to use the right-of-way exclusively for the ramp consistent with the plans that have been submitted. Any deviation from the approved plans may be grounds for revocation of the license.

In the Agreement, the City reserves the right to inspect the ramp and loading dock. If the licensee fails to maintain it in a safe, sanitary, and sightly condition, the City may require the licensee to make repairs, or if the licensee fails to do so, the City may make repairs and charge those costs to the licensee. The licensee is also to comply with any applicable state or federal laws. The licensee agrees to indemnify, defend, and hold the City of Norman harmless for any actions of any nature arising out of any failure by licensee to satisfy, its obligations under this license; arising out of any accident or other occurrence whatsoever causing injury, including death, resulting from the use, occupancy or condition of the right-of-way and ramp by licensee; and arising out of any mechanic's lien or other lien, tax, assessment or charge of any kind.

The Revocable License Agreement may be terminated for the following reasons with thirty days written notice: the subject right-of-way is needed for a municipal purpose including, but not limited to, road or utility construction, installation, or repair; installation of a sidewalk, bicycle lane or other mode of pedestrian travel; and construction of any other City facilities. Upon the termination of this Revocable License Agreement, licensee shall surrender to City the possession of the right-of-way and shall remove the ramp and loading dock and restore the right-of-way to substantially the state in which it was prior to the construction of the ramp and loading dock. If the licensee fails within thirty (30) days to make such removal or restoration, then City may remove the ramp and loading dock and restore the right-of-way to substantially the state it was in prior to construction of the ramp and loading dock, and the licensee shall reimburse City for the cost so incurred.

RECOMMENDATION: If City Council wishes to allow the location of this ramp and loading dock within the right-of-way, Staff recommends the execution of the attached Revocable License Agreement in order to preserve the interests of the City and other franchise holders.